

WEBQA MASTER SERVICE(S) AGREEMENT

For GovQA FOIA Applications

THIS MASTER SERVICE(S) AGREEMENT (the "Agreement") between WEBQA, Inc., an Illinois corporation ("WEBQA") with its principal place of business at 900 S. Frontage Road, Suite 110 Woodridge, IL, 60517 and the City of Palo Alto, a California chartered city with its principal place of business at 250 Hamilton Avenue, Palo Alto, CA 94301 ("Customer") is made effective as of April 1, 2015 ("Effective Date").

1. WEBQA DELIVERY OF SERVICE(S):

WEBQA grants Customer a non-exclusive, non-transferable, limited license to access and use the WebQA Service(s) ("Service(s)") on the Authorized Website(s) identified in the attached Schedule A in consideration of the fees and terms described in Schedule A. Electronic data transmission to comply with Customer's City of Palo Alto Information Security Rules as described in Schedule B. This Agreement will also govern all additional Schedules for Service(s).

2. CUSTOMER RESPONSIBILITIES:

Customer acknowledges it is receiving only a limited license to use the Service(s) and related documentation, if any, and shall obtain no title, ownership nor any other rights in or to the Service(s) and related documentation, all of which title and rights shall remain with WebQA. However, Customer will retain ownership of all its data contained within WebQA Services.

Customer agrees that (1) this license is limited to applications for its own use and may not lease or rent the Service(s) nor offer its use for others; (2) WebQA is not responsible for content placed into the system; (3) that the system will not be intentionally used to capture confidential information of any kind such as social security numbers or individual financial data or other sensitive data; and, (4) it will maintain the Authorized Website(s) identified in Schedule A, provide WEBQA with all information reasonably necessary to setup or establish the Service(s) on Customer's behalf, and allow a "Powered by GovQA" logo with a hyperlink to WebQA's website home page on the Authorized Website.

3. SERVICE(S) LEVELS:

WEBQA will use commercially reasonable efforts to backup and keep the Service(s) and Authorized Website(s) in operation consistent with applicable industry standards and will respond to Customer's requests for support during normal business hours.

THE SERVICE(S) ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICE(S) IS AT ITS OWN RISK. WEBQA DOES NOT WARRANT THAT THE SERVICE(S) WILL BE UNINTERRUPTED OR ERROR-FREE OR UNAFFECTED BY FORCE MAJEURE EVENTS.

4. WARRANTY AND LIABILITY:

WEBQA MAKES NO REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICE(S) AND SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, DATA LOSS AND BUSINESS INTERRUPTION, AND THE PARTIES AGREE THAT THE ONLY REMEDIES THAT SHALL BE AVAILABLE TO CUSTOMER UNDER THIS AGREEMENT SHALL BE THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. WEBQA'S LIABILITY UNDER ALL CIRCUMSTANCES INVOLVED HEREIN IS EXPRESSLY LIMITED TO THE AMOUNT RECEIVED UNDER THIS AGREEMENT.

5. TERMINATION:

Either party may terminate this agreement without cause if the terminating party gives the other party sixty (60) days written notice

prior to termination. Should Customer terminate without cause after the first date of the then current term as defined in the attached schedule, Customer must pay the balance of the current contracted term and this payment obligation will immediately become due.

WebQA may terminate service(s) if payments are not received by WebQA as specified in Schedule A. All monies associated to the current term will be due immediately.

Upon any termination, WebQA will discontinue Service(s) under this agreement; WebQA will provide Customer with an electronic copy of all of Customer's data, if requested and for a cost of no more than \$2,500; and, provisions of this Agreement regarding Ownership, Liability, Confidentiality and Miscellaneous will continue to survive.

6. INDEMNIFICATION

Each Party agrees to fully indemnify and hold harmless the other for any and all costs, liabilities, losses, and expenses resulting from any claim, suit, action, or proceeding brought by any third party.

7. ACCEPTABLE USE:

Customer represents and warrants that the Service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, policies, terms and procedures. WEBQA may, upon misuse of the Service(s), request Customer to terminate access to any individual and Customer agrees to promptly comply with such request unless such misuse is corrected.

8. CONFIDENTIALITY:

Each party hereby agrees to maintain the confidentiality of the other party's proprietary materials and information, including but not limited to, all information, knowledge or data not generally available to the public which is acquired in connection with this Agreement, unless disclosure is required by law. Each party hereby agrees not to copy, duplicate, or transcribe any confidential documents of the other party except as required in connection with their performance under this Agreement. Customer acknowledges that the Service(s) contain valuable trade secrets, which are the sole property of WebQA, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets or have unauthorized access to the Service(s). WebQA will use reasonable efforts to insure that any WebQA contractors maintain the confidentiality of proprietary materials and information.

9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of California, including, without limitation, the California Public Records Act ("Act").

WEBQA may not assign its rights and obligations under this Agreement, in whole or part, without prior written consent of Customer, which consent will not be unreasonably withheld.

10. ACCEPTANCE:

Authorized representatives of Customer and WEBQA have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date first written above.

Customer: City of Palo Alto, CA

(Approve As To Form)

DocuSigned by:

John Montano Chief Procurement Officer

3/23/2015

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WebQA Inc.

DocuSigned by: CEO

John Dileo

7E646108B0954A6...

DocuSigned by:

Grant Kolling

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Senior Asst. City A

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SCHEDULE A

A. Service(s) Descriptions:

Subscribed Services	
GovQA FOIA Service	FOIA Request Service platform that captures all requests received via letter, website, email, fax, or walk-in. Includes the ability to post completed FOIA requests to the web for searching via the FOIA Public Archive portal. GovQA will assist the City in managing the California Public Records Act requests.
GovQA FOIA Public Portal	Web Portal to capture FOIA requests and provide requestors with updates and history of previous requests.
GovQA FOIA Public Archive	Provides the ability to post completed FOIA requests to the web for searching via the FOIA Public Archive portal.

B. WebQA Agrees To The Following Functionality:

- (a) One-time setup of Landing Page with Icons and Links to Customer Help areas
- (b) Branded labeling of Landing Page to the look and feel of Customer website (or iframe)
- (c) One-time setup and load of 25 Answers into knowledgebase
- (d) One-time setup of Citizen Portal with branded labeling to the look and feel of Customer website (or iframe)
- (e) One-time setup of one request type related to Freedom of Information Public Records Act Inquiries).
- (f) Forms and Letter templates: Up to 10 custom letter templates
- (g) Future Branding to Customer Website is included once per billable term. Otherwise branding is billed at \$95/hr.
- (h) Special Implementation Action (Integrations, etc.): None at this time

C. Customer Agrees To:

- (a) Hold an implementation kickoff meeting with WebQA within 15 days after contract signing.
- (b) Build and execute Project Plan to be fully implemented within 120 days of contract signing

D. Training and Ongoing Support:

- (a) One Online Administrator training
- (b) Two Online training session for all users
- (c) Ongoing support through system videos and knowledgebase
- (d) Periodic webinars to train and update customers on new features
- (e) Optional additional hours of online end-user training at \$125/hr
- (f) Optional days of On-Site Training (\$1,800 per day plus expenses)
- (g) Customer will log ALL ISSUES into WEBQA SUPPORT PORTAL at www.supportqa.com to receive service.

E. Fees:

Software Subscription Costs		
Software License(s)	Monthly Cost	Annual Cost
GovQA CPRA Services as Described in Section A – Unlimited Users	\$750	\$9,000
Total (Includes all Service(s) upgrades)	\$750	\$9,000

One Time Implementation Costs	
GovQA CPRA Implementation Services as Described in Section B	\$5,000
Total	\$5,000

Data: Customer data is owned by customer. All document attachment storage is via an Amazon S3 standard storage account provisioned by WebQA. 500GB of storage is included with every additional 500GB of storage being assessed a fee of \$100/month. Additionally, 500GB per month of document attachment retrieval is included. Every 500GB over the allotted 500GB of document retrievals per month should be assessed a \$25 fee per month.

F. Terms: **Billable Term Starting: April 1, 2015 Ending: March 31, 2018.** Upon the expiration of this initial term, the parties may renew the Agreement if customer provides written notice to WEBQA at least 60 days prior to expiration of original term of the Agreement. Annual increases within original term will not exceed more than three percent. Renewal terms will not increase by more than eight percent.

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G. Billing: All fees are exclusive of taxes, billed on an annual basis at time of contract signing, and due upon receipt of invoice. This secures site, servers and resources necessary to begin project. If payment is not received by start of the **Billable Term**, WebQA has the right to suspend all services. Furthermore, invoices accrue 1% per month past due and customer is responsible for all costs, including attorney fees, for the collections of invoices.

H. Remittance: All payments should be made directly to WebQA. WebQA mailing address for all payments is:
WebQA Accounts Receivable Department, 900 S. Frontage Road Suite 110, Woodridge, IL 60517

I. Contacts:

Organization Name: _____
Main Contact Name: _____ **Title:** _____
Address: _____ **City:** _____ **State:** ____ **Zip:** ____
Work Phone: _____ **Cell:** _____ **Email:** _____ **Fax:** _____

Billing Contact Name: _____ **Title:** _____
Address: _____ **City:** _____ **State:** ____ **Zip:** ____
Work Phone: _____ **Cell:** _____ **Email:** _____ **Fax:** _____

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SCHEDULE B

A. Data Protection Description:

Vendor shall encrypt the confidential information using the following or equivalent technology as applicable:

- (a) Front-end Encryption - Prior to leaving the backup server, data shall be encrypted using the National Institute of Standards and Technology (NIST) 128-bit or 256-bit Advanced Encryption Standard (AES).
- (b) Over-the-Wire Encryption - to ensure the security of transmitted data even over the Internet the communication channel shall be secured through Https, SSL, SSH, VNC or VPN technology as applicable.
- (c) At-Rest Encryption - Data at rest shall remain encrypted using through NIST 128-bit or 256-bit Advanced Encryption Standard (AES), while its remain at the Vendor's data centers.